

ORIGINAL



28012



**Andrea Guzman**  
Director of Regulatory Affairs  
ICG Communications, Inc.  
9800 Mt. Pyramid Court, Suite 250  
Englewood, Colorado 80112  
(303) 414-5906  
(303) 414-8869 Fax

June 30, 2006

**Via Overnight Mail**

Docket Control  
Arizona Corporation Commission  
Utilities Division  
1200 West Washington Street  
Phoenix, Arizona 85007-2996

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DOCUMENT CONTROL

**Re: ICG Telecom Group, Inc. Abandonment of Certificates and Tariffs,  
Response to First Set of Data Requests to ICG Telecom Group, Inc.  
Docket No. T-03566A-06-0320**

Dear Docket Control:

Please find enclosed this original and thirteen (13) copies of ICG Telecom Group, Inc.'s ("ICG") response to Docket Control's First Set of Data Requests dated May 19, 2006, to abandon ICG's Certificates of Public Convenience and Necessity and its Tariffs.

JFB1-1 Please describe the source of revenue you received from Arizona in 2003. What telecommunications services were provided that enable you to obtain \$11,080 in revenue? What date did the telecommunications services start? What date did the telecommunications services end? How many customers were involved and what happen to their service? Please provide specifics concerning this activity by answering all of the concerns of each item listed in Arizona Administrative Code ("A.A.C.") rule R14-2-1107.

**ICG's Response:** In 2003, ICG had two (2) business customers in Arizona from which it received revenue in the amount of \$11,080. At that time, ICG's business customers were Time Warner Telecom and Integrated Data Solution. It is undetermined when services began, but all services were disconnected in July of 2003.

On February 7, 2000, Integrated Data Solution requested disconnection. ICG mistakenly continued to bill Integrated Data Solution, and the final bill date was

March 15, 2003. However, late disconnect credit was issued in April 2003 for the period between March 2000 and March 2003.

ICG provided private line connection for both Time Warner Telecom and Integrated Data Solution. On July 10, 2003, Time Warner requested, via e-mail, that ICG disconnect private line connection service.

ICG did not notify Time Warner Telecom or Integrated Data Solution because both customers sought to have their service disconnected. ICG has no knowledge as to whether Time Warner or Integrated Data Solution has access to an alternative local exchange carrier provider or interexchange provider.

JFB1-2 Please indicate if the Applicant's performance bond is still valid. Also, indicate the total amount of the performance bond.

**ICG's Response:** ICG's performance bond is still valid, and the total amount of the performance bond is \$125,000. Please see the actual bond, which is enclosed.

JFB1-3 Please provide a copy of the legal notice of the Application to cancel telecommunications services in all counties affected by the Application. Counties affected are those counties where the Applicant is certificated to provide telecommunications services. Refer to A.A.C. R14-2-1107.

**ICG's Response:**

This question is not applicable to ICG because both Time Warner Telecom and Integrated Data Solution requested that ICG disconnect its private line service connection. Therefore, under Arizona Administrative Code R14-2-1107, ICG was not required to provide its former customers with notice of service cancellation.

JFB1-4 Please indicate if the facilities-based local exchange, exchange access, resold local exchange and long distance customers were notified of the Applicant's discontinuance of telecommunications services. Please provide a copy of the customer notification sent and indicate the date it was sent. If no notice was sent, please explain why.

**ICG's Response:**

Neither Time Warner Telecom nor Integrated Data Solution were notified of ICG's discontinuation of service because both customers requested that their private line connection be discontinued. Integrated Data Solution requested that its service be disconnected on February 7, 2000, and Time Warner Telecom requested that its service be disconnected July 10, 2003.

JFB1-5 Please indicate if the Applicant has ever collected advances, deposits, and/or prepayments. If so, indicate the amount of advances, deposits, and/or

prepayments that have been returned to customers in Arizona whose services were discontinued. Also, indicate the outstanding amount of advances, deposits and/or prepayments held by ICG from customers in Arizona.

**ICG's Response:** ICG has never collected advances, deposits, and/or prepayments, and there are no outstanding amount of advances, deposits, and/or prepayments held by ICG from customers in Arizona.

JFB1-6 Please indicate the number of residential and business customers the Applicant provided service to in Arizona. Also, provide a breakdown of the number of customers receiving telecommunications services by type of service. How many customers receive facilities-based local exchange, exchange access, resold local exchange and long distance in Arizona?

**ICG's Response:** During 2003, ICG had two (2) business customers only and had no residential customers in Arizona. Its business customers were receiving private line connection service only. In addition, ICG no longer services any business or residential customers in Arizona.

JFB1-7 Please indicate if there are any affiliates of the Applicant currently offering telecommunications services in Arizona. If yes, are the telecommunications services provided by the Applicant similar to those offered by the Applicant's affiliates?

**ICG's Response:** Neither ICG nor any of its affiliates are currently offering or marketing any telecommunications services in Arizona.

JFB1-8 Please indicate if customers have been transferred to other telecommunications carriers. Indicate the telecommunications carriers the customers were transferred to and the number of customers in Arizona transferred to each carrier.

**ICG's Reponse:**

This question is not applicable to either customer ICG was servicing in 2003. Both business customers requested that ICG disconnect service. Therefore, it is unknown whether the customers transferred to a different carrier, and if so, to which carrier.

JFB1-9 Please indicate the state(s) the Applicant operated in to provide telecommunications services to customers in Arizona.

**ICG's Response:**

In providing private line service to Time Warner Telecom, ICG used resale services. It is unknown from which state the resale service was acquired.

In providing private line service to Integrated Data Solution, ICG operated the service from Ohio.

JFB1-10 What list(s) of alternative carriers was given to customers receiving facilities-based local exchange, exchange access, resold local exchange and long distance telecommunication services in Arizona? If no list was sent, please explain why.

**ICG's Response:**

ICG did not provide either Time Warner Telecom or Integrated Data Solution with a list of alternative carriers because both customers requested that their private line carrier service be disconnected.

JFB1-11 Please indicate if customers were notified of the Applicant's discontinuance of telecommunications services. Please provide a copy of the customer notification sent and indicate the date it was sent. If no notice was sent, please explain why.

**ICG's Response:**

ICG did not provide either Time Warner Telecom or Integrated Data Solution with a notice of discontinuance of telecommunications services because both customers contacted ICG to have their service terminated.

JFB1-12 Please indicate whether ICG has any outstanding compliance items or issues with the Commission that need to be addressed.

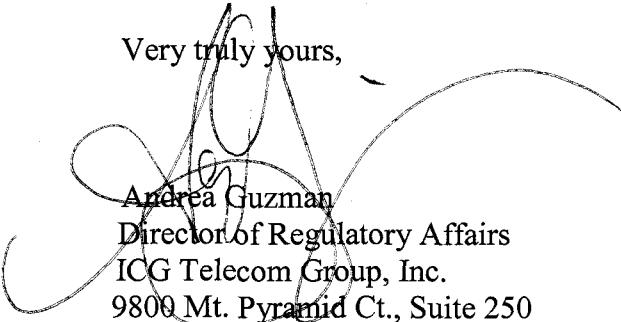
**ICG's Response:** ICG has no outstanding compliance items or issues with the Commission that need to be addressed.

JFB1-13 Please indicate whether ICG has any outstanding consumer complaints, inquiries, or opinions that need to be addressed. Also, is ICG in "good standing" with the Corporation Division of the Commission?

**ICG's Response:** ICG does not have any outstanding consumer complaints, inquiries, or opinions that need to be addressed, and ICG is in "good standing" with the Corporation Division of the Commission.

In the event that the Commission has further questions or requires more information, please contact me at the number listed above or Melissa Martin at (303) 295-8354.

Very truly yours,



Andrea Guzman  
Director of Regulatory Affairs  
ICG Telecom Group, Inc.  
9800 Mt. Pyramid Ct., Suite 250  
Englewood, Colorado 80112

**BOND FOR UTILITY USERS**

KNOW ALL MEN BY THESE PRESENTS: That we, ICG Telecom Group, Inc.  
as Principal, and ACSTAR Insurance Company  
as Surety are jointly and severally bound unto the users of  
Principal in the sum of \$ 125,000 lawful money of the United States of America, to be  
paid as hereinafter provided for which payment will and truly to be made, we bind  
ourselves, and each of our successors and assigns, jointly and severally be these presents.

THE CONDITIONS OF THIS OBLIGATION ARE THAT: Whereas, the above  
bounden Principal has contracted with the users of the Principal for the furnishing of  
competitive telecommunications service;

NOW THEREFORE, if the said Principal, or any assigns of his fails to provide  
competitive telecommunications services so furnished, the said Surety will pay the same  
to the users of the Principal with the consent of the Arizona Corporation Commission as  
Trustee, an amount not exceeding the sum hereinabove specified.

THE BOND SHALL REMAIN IN FULL FORCE and effect until cancelled by mutual  
agreement of the Arizona Corporation Commission, the Principal and the Surety. The  
Surety's liability shall be terminated and bond cancelled upon written notice of the  
cancellation by the Surety to the Principal with a copy to the Arizona Corporation  
Commission no less than thirty days prior to the cancellation date. Notice to the Principal  
shall be by certified mail in a sealed envelope with the postage prepaid. Proof of notice  
to the Principal shall be made available to the Arizona Corporation Commission upon  
request. IN WITNESS Whereof, we have caused these presents to be executed this  
26th day of March, 2003.

\_\_\_\_\_  
(Principal)

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACSTAR Insurance Company  
(Surety)

Attest:

Am Papalardo

Henry W. Nozko, Jr., President

## **NOTICE FROM SURETY REQUIRED BY TERRORISM RISK INSURANCE ACT OF 2002**

On November 26, 2002, the Terrorism Risk Insurance Act of 2002 (the "Act") was signed into law. The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of ACSTAR's statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

### **THIS NOTICE FORMS PART OF BOND**

Please note that this notice forms part of the attached bond and does not result in any change in coverage.

### **DISCLOSURE OF PREMIUM**

No separate additional premium charge has been made for the terrorism coverage provided by the Act.



233 MAIN STREET • P.O. BOX 2350  
NEW BRITAIN, CT 06050-2350  
(860) 224-2000

# POWER OF ATTORNEY

Nº 13867

This Power of Attorney must have original corporate seal, and red and blue ACSTAR logo to be valid.

**Know all men by these presents:** That ACSTAR Insurance Company, a corporation of the State of Illinois, having its principal office in the City of New Britain, Connecticut, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Company on June 22, 2000, to wit:

RESOLVED, That the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the Chairman, the President, any Vice President and General Counsel, or any Attorney-in-fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the Chairman or President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the Chairman, the President, or a Vice President of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- (4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

does hereby nominate, constitute and appoint

HENRY W. NOZKO, SR., HENRY W. NOZKO, JR., ROBERT H. FRAZER, DAVID A. PRICE, MICHAEL P. CIFONE, JOAN C. FORTIER, HENRY W. NOZKO III each individually, its true and lawful Attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding TWENTY MILLION DOLLARS (\$20,000,000.00) each, and the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, Henry W. Nozko, Jr., President, has hereunto subscribed his name and affixed the corporate seal of ACSTAR Insurance Company this 15th day of September 2000.

ACSTAR Insurance Company

by

Henry W. Nozko, Jr., President

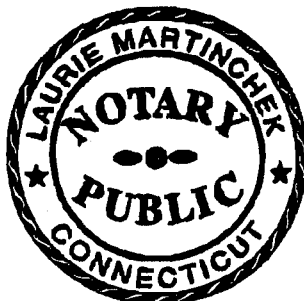
STATE OF CONNECTICUT )

) ss. NEW BRITAIN

COUNTY OF HARTFORD )

On this 15th day of September 2000, before me, a Notary Public of the State of Connecticut came, Henry W. Nozko, Jr., President of ACSTAR Insurance Company, to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signatures were duly affixed by the authority and direction of the said corporation, and the Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of New Britain the day and year first above written.



Notary Public - Laurie J. Martinchek

I, the undersigned, Secretary or Assistant Secretary of ACSTAR Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary or Assistant Secretary, and affixed the corporate seal of the Corporation, this 26th day of March 2003

Robert H. Frazer/Michael P. Cifone  
Secretary / Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.